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14 *Counsel for Debtor*

15 **UNITED STATES BANKRUPTCY COURT**

16 **DISTRICT OF NEVADA**

17 In re

18 CASH CLOUD, INC.,  
19 dba COIN CLOUD

20 Debtor.

21 Case No. BK-23-10423-MKN

22 Chapter 11

23 **DECLARATION OF DANIEL AYALA IN  
24 SUPPORT OF DEBTOR'S MOTION FOR  
25 ENTRY OF AN ORDER PURSUANT TO 11  
26 U.S.C. § 554(a) AUTHORIZING THE  
27 DEBTOR TO ABANDON CERTAIN  
28 PROPERTY HELD BY GREGORY M.  
PARKER, INC.**

29 I, Daniel Ayala, declare as follows:

30 1. I am the Independent Director of Cash Cloud, Inc., dba Coin Cloud, the debtor and  
31 debtor-in-possession (the "Debtor").

32 2. In my capacity as the Independent Director of the Debtor, I am familiar with the  
33 financial records of the Debtor and the Debtor's assets, and make the statements herein on behalf of  
34 the Debtor.

35 3. Except as otherwise indicated herein, this Declaration is based upon my personal  
36 knowledge. I am over the age of 18 and am mentally competent. If called upon to testify, I would  
37 testify competently to the facts set forth in this Declaration.<sup>1</sup> I make this Declaration in support of

38 <sup>1</sup> Unless otherwise defined herein, all capitalized terms have the meanings ascribed them in the Motion.

1 the motion captioned above.

2 **Debtor's Filing**

3 4. On February 7, 2023 (the “Petition Date”), the Debtor filed with this Court a  
4 voluntary petition for relief under chapter 11 of the Bankruptcy Code.

5 5. The Debtor is authorized to operate its business and manage its property as debtor in  
6 possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7 6. No request has been made for the appointment of a trustee or examiner. An Official  
8 Committee of Unsecured Creditors was appointed on or about February 17, 2023.

9 **Debtor's Business And Contracts And/Or Leases**

10 7. The Debtor was formed as a Nevada corporation for the purpose of providing a  
11 platform for customers to buy and sell digital currencies through Digital Currency Machines  
12 (“DCMs”) distributed across the United States. DCMs are an advanced version of the kiosks  
13 commonly referred to as Bitcoin ATMs or BTMs, that enable a consumer to both (a) buy bitcoin as  
14 well as 30+ other digital currencies with cash, and (b) sell digital currency for cash. The Debtor’s  
15 machines are DCMs offering two-way functionality, over 30 digital currency options, an advanced  
16 user interface and a custom non-custodial companion wallet app (available on the Apple App Store  
17 and the Google Play Store).

18 8. In connection with the installation, operation, and use of the DCMs, or kiosks  
19 (“Kiosks”), Cash Cloud entered into numerous master host agreements, or contracts, with various  
20 parties.

21 **Prepetition Termination of the Gregory M. Parker, Inc. Master Host Agreement**

22 9. On or about December 16, 2022, Gregory M. Parker Inc., (“Parker”) sent a letter to the  
23 Debtor terminating its Master Host Agreement with the Debtor and requesting all Kiosks be picked up and  
24 removed from its properties.

25 10. On or about January 6, 2023, Parker’s counsel sent a letter to Debtor that the kiosk located at  
26 Parker’s Store # 20, 141 Lanier Dr., Statesboro, Georgia 30458 would be disposed of as of January 13, 2023 if  
27 it was not picked up and removed from the property due to the business closing and the building being  
28 demolished on January 16, 2023. In addition, Parker stated if the Debtor did not contact it to discuss a

1 plan for retrieval of the remaining Kiosks on or before January 13, 2023, Parker would consider the  
 2 Kiosks abandoned and would take immediate action to dispose of them.

3 11. On or about January 16, 2023, Parker's counsel sent another letter to the Debtor that any  
 4 Kiosks which had not been removed by the Debtor on or before January 20, 2023 would be  
 5 considered abandoned and they would dispose of them.

6 12. On or about February 16, 2023, Parker's counsel sent another letter to the Debtor stating that  
 7 the Kiosks had been removed and were being stored at the Parker's store located at 6159 Hwy. 21  
 8 S., Rincon, Georgia 31326 and they were giving final notice to the Debtor that Parker would  
 9 dispose of all Kiosks that had not been retrieved by February 28, 2023.

10 13. The Debtor understands from Parker that it has continued to hold the Kiosks due to the  
 11 automatic stay arising in connection with the Debtor's bankruptcy filing.

12 **The Current Status of the Kiosks**

13 14. The Debtor believes the Kiosks are the collateral of Genesis Global Holdco, LLC  
 14 ("Genesis"). The Debtor has informed Genesis that Parker is holding the Kiosks. Based upon  
 15 correspondence with Genesis, the Debtor believes that Genesis does not intend on obtaining  
 16 possession of the Kiosks.

17 15. Given Genesis' collateral interest in the Kiosks, the Debtor does not believe there is  
 18 equity in the Kiosks. Given the lack of equity in the Kiosks, the Debtor believes that the Kiosks are  
 19 burdensome and of inconsequential value to the estate and that the Kiosks do not provide benefit to  
 20 the estate.

21 I declare, under penalty of perjury of the laws of the United States of America, that the  
 22 foregoing statements are true and correct to the best of information, knowledge and belief.

23 Executed this 20th day of September, 2023 in Las Vegas, Nevada.

24

/s/ Daniel Ayala

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DANIEL AYALA

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